IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF YAMHILL

THE SAUNDERS GROUP, an Oregon limited liability company, Plaintiff, v. **KRISTIN HILDEBRAND**, an individual, **RYAN HILDEBRAND**, an individual, **GABRIELLE HARRIS**, an individual, and **HARRIS EXCAVATION, INC.**, an Oregon Corporation, Defendants.	Case No.: 24CV41934 **DEFENDANTS' DISCOVERY MOTIONS** (Oral Argument Requested Pursuant to UTCR 5.050(1))

UTCR 5.050 CERTIFICATION

Time requested for oral argument:	30 Minutes
Telephonic argument requested:	Yes
Offices more than 25 miles from court:	Yes
Court Reporting Services Requested:	No

UTCR 5.010 COMPLIANCE

Pursuant to UTCR 5.010, counsel for Defendants Kristin Hildebrand, Ryan Hildebrand, Gabrielle Harris, and Harris Excavation, Inc. certifies that the parties made good faith efforts to resolve the issues in this motion but were unable to do so.

/ / /

/ / /

HAGLUND KELLEY LLP
2177 SW BROADWAY
PORTLAND, OR 97201
Tel: (503) 225-0777 / Fax: (503) 225-1257

DEFENDANTS' DISCOVERY MOTIONS

Defendants respectfully request the Court's assistance in resolving ongoing discovery disputes with Plaintiff the Saunders Group. For the reasons set forth in the Points and Authorities below, Defendants seek an order granting the following four motions:

MOTION 1—Forensic Examinations. Pursuant to ORCP 43 A(2), Defendants request an order compelling Plaintiff's Owner/President, John Riney, and founding Owner/Manager, Todd Saunders to cooperate in conducting third-party forensic examinations and data recovery of their cellular phones.

MOTION 2—Waiver of Attorney-Client Privilege. Pursuant to OEC 511 and ORCP 46 A, Defendants request an order compelling production of all other documents concerning the same subject matter as the texts between Plaintiff's President, John Riney, and third-party Robert Osborne, wherein Plaintiff waived the attorney-client privilege.

MOTION 3—Attorney Fees and Costs. Pursuant to ORCP 43 A(4), Defendants renew their request for an award of attorney fees and costs imposed against Saunders due to misrepresentations about the existence of key communications, and for violating the Court's Order Granting Defendants' Motion to Compel dated February 13, 2026.

MOTION 4—Declassifying Documents. Pursuant to ORCP 36 C, Defendants request an order compelling Saunders to remove "Attorneys' Eyes Only" designations on certain categories of documents that do not qualify for AEO designation, which creates an unnecessary, undue burden on the litigation process.

/ / /

/ / /

HAGLUND KELLEY LLP
2177 SW BROADWAY
PORTLAND, OR 97201
Tel: (503) 225-0777 / Fax: (503) 225-1257

FACTS RELEVANT TO MOTIONS

Plaintiff Saunders Company ("Saunders") filed this action on August 29, 2024, claiming it has the right to engage in reclamation activities on part of a quarry near Newberg on property owned by the Hildebrands. Saunders sought $250,000 in damages for interference with that right. After being sued, it was obvious to Defendants that the entire lawsuit had been fabricated by Saunders in an effort to obtain rights it never had in the first place.

Saunders' entire Complaint was based on *one* allegation – namely, that it obtained reclamation rights through Quit Claim deeds received from Robert Osborne and his former wife in 2024. Recently, the Court decided that issue and rejected Saunders' entire case. On February 5, 2026, the Court granted Defendants' Motion for Judgment on the Pleadings and ruled that Saunders does not own rights under any Quit Claim deeds because Mr. Osborne had no rights to transfer. The Court dismissed Saunders' Complaint with prejudice, leaving only Defendants' Counterclaims against Saunders for Quiet Title, Trespass, Nuisance, and Interference with Contractual Relations.

In dismissing Saunders' case, the Court considered the entire transactional history of the property in question, which involved five sales (1984, 1986, 1991, 2005 and 2020), as Saunders had attached all that material to its complaint. Up until 1984, Mr. Osborne owned the property now owned by the Hildebrands. In 1984, he sold it to Fred Mickelson, who in 2020 sold it to the Hildebrands. Mr. Osborn continued mining/reclamation activities on the dispute property until around 1990. After Mr. Osborn ceased all operations, Mr. Mickelson then initiated a series of transactions over

HAGLUND KELLEY LLP
2177 SW BROADWAY
PORTLAND, OR 97201
Tel: (503) 225-0777 / Fax: (503) 225-1257

next 30 years to allow various operators to conduct mining/reclamation activity, the last of which was with Saunders in 2020.

After the Hildebrands purchased the property, they withdrew Saunders authority to conduct mining/reclamation activities on their property and initiated a sales transaction with Defendant Gabrielle Harris for the disputed area so that her company could conduct commercial mining/reclamation operations there. In fact, after the sales transaction was initiated and some back and forth between Ms. Harris and Saunders about operations and permitting, in late December 2023, Saunders admitted to Ms. Harris that it was her quarry, that she would need to pay for any modification to the mining/reclamation permits, and that they looked "forward to having a positive/neighborly relationship."

Surprisingly, and despite the agreement, within months Saunders schemed to create reclamation rights out of thin air by sending its lawyers to visit aging Robert Osborne. Saunders and its lawyers secretly drafted and convinced the Osbornes to Quit Claim whatever interests they may have had to Saunders. After receiving the Quit Claim deeds, Saunders initiated this lawsuit, seeking to quiet title and $250,000 in damages.

Under the circumstances, it is highly unlikely that Saunders, a sophisticated construction and reclamation company, believed that Mr. Osborne continued to own mining/reclamation rights in 2024 given that the property had sold five times and the clarity of the related transactional documents, that Mr. Osborn had abandoned operations there in 1990, and that Mickelson has contracted with numerous other entities over the next 30 years to conduct those operation, including Saunders. Saunders' late December 2023 concession that the quarry was Ms. Harris's is also strong evidence that Saunders knew Mr. Osborne had no rights to Quit Claim.

HAGLUND KELLEY LLP
2177 SW BROADWAY
PORTLAND, OR 97201
Tel: (503) 225-0777 / Fax: (503) 225-1257

Against this background, Saunders is continuing to thwart Defendants' rights to obtain key discovery relevant to their Counterclaims in a timely manner. Saunders has concealed documents and non-privileged communications. Saunders has also concealed documents showing efforts to interfere with Mr. Osborne's testimony, misrepresented communications as non-existent, and only recently produced a portion of them after being called out by defense counsel or ordered to provide complete responses by the Court. Defendants again seek the Court's assistance in completing discovery.

POINTS AND AUTHORITIES

I. MOTION 1—REQUEST FOR ORDER COMPELLING FORENSIC EXAMINATION AND DATA RECOVERY.

Defendants' Requests for Production Nos. 41, 62 and 63, served April 25, 2025, sought all communications relating to the Quit Claim deeds that Saunders and its counsel convinced Robert and Ruth Osborne to sign in favor of Saunders in 2024.

> **REQUEST NO. 41**: To the extent not covered above, all documents evidencing non-privileged communications between you and any third-party related to any of the allegations in your Complaint.
>
> **REQUEST NO. 62**: All documents and non-privileged communications related to Complaint Exhibit R.
>
> **REQUEST NO. 63**: All documents and non-privileged communications related to Complaint Exhibit S.

In the context of RFP 62, Exhibit R is the 2024 Quit Claim deed from Robert Osborne to Saunders. In the context of RFP 63, Exhibit S is the 2024 Quit Claim deed from Ruth Osborne to Saunders.

Communication of this scope and nature were also requested in RFP Nos. 14, and 19–23, which seek documents concerning any claimed "profit a prendre" in favor of

HAGLUND KELLEY LLP
2177 SW BROADWAY
PORTLAND, OR 97201
Tel: (503) 225-0777 / Fax: (503) 225-1257

Robert or Ruth Osborne, communications with the Osbornes, including texts and emails, and communications related to the quit claim deeds and any consideration paid.

> **REQUEST NO. 14**: All documents related to or referencing any "profit a prendre" in the Hildebrand Property in favor of Robert Osborne and/or Ruth Osborne, and all documents of any kind evidencing communications related to such "profit a prendre."
>
> * * *
>
> **REQUEST NO. 19**: All documents evidencing communications between you and Robert and/or Ruth Osborne related to the Quarry, including but not limited to emails, text messages, correspondence, and phone notes.
>
> **REQUEST NO. 20**: All documents and communications of any kind related to Robert's Quitclaim Deed.
>
> **REQUEST NO. 21**: All documents and communications of any kind related to Ruth's Quitclaim Deed.
>
> **REQUEST NO. 22**: All documents and communications of any kind related to any consideration paid or otherwise given by you to Robert Osborne for Robert's Quitclaim Deed.
>
> **REQUEST NO. 23**: All documents and communications of any kind related to any consideration paid or otherwise given by you to Ruth Osborne for Ruth's Quitclaim Deed.

These documents are important for a number of reasons. Communications regarding reclamation rights relate to the chain of authority to enter the property and engage in reclamation. They would shed light on any business relationship or agreement between the Osbornes and Saunders. They would inform why the Osbornes signed Quit Claim deeds in the first place, which serve no purpose other than to cloud property rights and harm Defendants. The communications would also reveal who was behind the scheme to fabricate reclamation rights. They may show the extent Defendants' property

HAGLUND KELLEY LLP
2177 SW BROADWAY
PORTLAND, OR 97201
Tel: (503) 225-0777 / Fax: (503) 225-1257

rights were violated and assist in proving Defendants' overall damages. And they would reveal whether Saunders had any objectively reasonable basis to sue.

In response to these key requests, Saunders represented that no such documents existed. In its Opposition to Defendants' Motion to Compel filed January 26, 2026, Saunders represented that it had already produced all communications with the Osbornes regarding the quarry, Quit Claim deeds, any profit a prendre, and right to enter the property. Pl's. Opp'n to Motion to Compel at 4.

In the Court's Order Granting Defendant's Motion to Compel dated February 5, 2026, the Court acknowledged that Saunders had represented to both Defendants and the Court that they had "searched for and produced documents related to RFPs 14, and 20-23." The Court ruled, "Defendants are entitled to all communications and documents related to any dealings between Plaintiff and Robert Osborne, Ruth Osborne, or any Osborne-associated company or entity concerning the Quarry, including but not limited to communications and other documents relating to any claimed profit a prendre, any quitclaim deeds, and any consideration given or received. (RFP 19)." The Court ordered any additional documents produced by February 16, 2026.

Saunders failed to meet the February 16 deadline. On February 17, 2026, after representing it had already produced all materials responsive to RFP Nos. 14, and 19–23, Saunders produced a series of text messages between Saunders' Owner/President John Riney and Robert Osborne bates-stamped SAUNDERS_000362 to SAUNDERS_000365. A true copy of the text thread is attached as Exhibit A.

In the text thread, Mr. Riney: (1) attempts to coordinate a meeting between Mr. Osborne and Saunders' attorneys at Schwabe, Williamson & Wyatt; (2) reveals

HAGLUND KELLEY LLP
2177 SW BROADWAY
PORTLAND, OR 97201
Tel: (503) 225-0777 / Fax: (503) 225-1257

communications from Saunders' lawyers at Schwabe to Mr. Osborne and passes along Schwabe's admonishment that Mr. Osborne should not sign a declaration prepared by defense counsel because it would be "devastating to our case"; and (3) forwards a message from Saunders' lawyers asking Mr. Osborne to authorize Schwabe to send a letter to defense counsel to "cease and desist" all future communications by characterizing them as a form of future "harassment." Notably, nowhere in the text thread does Mr. Osborne suggest that the content of the draft declaration prepared by defense counsel was inaccurate or that he's ever been harassed.

Saunders had no legitimate basis to withhold these text messages and force Defendants to incur the expense of pursuing a motion to compel. This text thread is direct evidence that Saunders attempted to influence Mr. Osborne's testimony. Nothing about the communications is privileged given that they were sent to third-party Osborne and included Schwabe's communications. By withholding these communications while simultaneously taking the position that "no documents exist," Saunders misrepresented the truth, concealed the import of the communications, and forced Defendants to shoulder the expense of pursuing a motion to compel. Had the motion to compel not been filed, briefed, argued, and ruled on, it is reasonable to conclude that they never would have seen the light of day.

Counsel for Defendants has requested that Saunders cooperate in allowing a third party to conduct forensic examinations and data recovery of the cellular phones used by Saunders' President, John Riney, and founding Owner, Todd Saunders. Saunders has denied that request. Where a party misrepresents highly relevant, inflammatory extant documents as not even in existence, but they are finally revealed after entry of an order

HAGLUND KELLEY LLP
2177 SW BROADWAY
PORTLAND, OR 97201
Tel: (503) 225-0777 / Fax: (503) 225-1257

compelling production, significant judicial intervention is warranted, including potential sanctions for discovery misconduct.

It is unreasonable to expect Defendants to simply accept more of the same representations from Saunders that nothing further exists that will lead to relevant evidence. Withholding these communications in the first place violates foundational principles of honest discovery. Parties have a continuing duty to supplement disclosures, and withholding documents that are later revealed through a court order suggests a violation of that duty. At this point, Defendants have no confidence that these materials will ever be adequately searched for and produced.

Under ORCP 43 A(2) & E(1), the Court has authority to order the forensic examinations and data recovery of a party's cellular phone. Defendants request an order compelling Saunders to submit the physical cellular phones used by owners John Riney and Todd Saunders to independent third-party forensic experts chosen by Defendants within 21 days. Defendants agree that the examinations should be conducted pursuant to a confidentiality agreement and targeted to recover text messages, emails, and transcripts of voicemails directly responsive to RFP Nos. 14, and 19–23.

II. MOTION 2—DOCUMENTS CONCERNING SAME SUBJECTS AS TEXTS WAIVING ATTORNEY-CLIENT PRIVILEGE.

Under OEC 511, the voluntary disclosure of attorney-client privileged information waives the privilege. In a criminal case in which the defendant offered the testimony of his attorney in support of a specific factual point, the court held the disclosure waived the attorney-client privilege as to "other communications to the attorney on the same matter." *State v. Sullivan*, 230 Or. 136, 140-41 (1962) (decided under former ORS 44.040). The court explained its rationale as follows: "the privilege of

HAGLUND KELLEY LLP
2177 SW BROADWAY
PORTLAND, OR 97201
Tel: (503) 225-0777 / Fax: (503) 225-1257

secret consultation is intended only as an incidental means of defense, and not as an independent means of attack, and to use it in the latter character is to abandon it in the former." *Id.*; *see also State v. Langley*, 331 Or. 430, 442-43 (2000); *Triplett v. Bd. of Social Protection*, 19 Or. App. 408, 415 (1974). That principle applies here.

In the text thread Plaintiff finally produced, which is attached as Exhibit A, Saunders' President John Riney explicitly copies and pastes communications from his counsel at Schwabe and sends them to third-party Osborne. Mr. Riney states, "From our lawyer":

> John,
>
> The declaration Dunn Carney is attempting to get Bob to sign would be devastating to our case. And as I understand the facts based on my conversation with Bob, it is not accurate. Dunn Carney is essentially trying to get Bob to adopt their theory of the case through the declaration. The attachments to the declaration are fine, as these are just the sales documents that were already included with the complaint and/or exchange during discovery.
>
> Bob has no obligation to speak or meet with Dunn Carney. And given the fact that they have been harassing him, it seems he might be best served by requesting that they cease all further communication with him going forward. We do not represent Bob, so we cannot make that request, but if it would be helpful to Bob I am happy to communicate to Dunn Carney that we understand Bob is getting frustrated with their insistent calling and attempts to get him to sign a declaration that is not accurate. We already have a letter going out to Dunn Carney on other discovery related issues, so this might be a good time to raise that.
>
> I am also happy to give Bob a call to communicate this directly to him if that would be easiest. Let me know.

Ex. A.

In copying and pasting this communication and sending it to Mr. Osborne, Mr. Riney was using that communication as a weapon to persuade Mr. Osborne not to sign his declaration. For the Court's reference, Mr. Osborne's draft Declaration is attached as

HAGLUND KELLEY LLP
2177 SW BROADWAY
PORTLAND, OR 97201
Tel: (503) 225-0777 / Fax: (503) 225-1257

Exhibit D. There is nothing contained in that draft that is inaccurate – it all tracks the transactional documents that Saunders attached to its Complaint. Given the juxtaposition between the accuracy of the facts described in Mr. Osborne's draft Declaration and Saunders' lawyer's inflammatory and broad characterizations of the declaration as "devastating to our case" and "inaccurate" and defense counsel's process of securing it as "harassment," it would be unfair to allow Saunders to disclose some but not all the attorney-client communications on the subject matter of Mr. Osborne's Declaration and his view of the same.

Defendants request an order compelling Plaintiff to produce other documents that concern the same subject matter within 10 days. That order is justified because Saunders used its lawyer's communication to influence a key witness against providing highly relevant testimony, based on broad and inflammatory assertions about the declaration and the process. Plaintiff should be ordered to produce all documents and communications that in any way relate, discuss, mention, or refer to the following subject matter:

- How would Mr. Osborne signing a draft declaration be "devastating"?
- What facts did Saunders' counsel "understand" from Mr. Osborne?
- How was the draft declaration inaccurate?
- How did Saunders' counsel know if proposed statements were inaccurate?
- What did Saunders' counsel believe Defendant's "theory of the case" was?
- How did Saunders' counsel conclude Mr. Osborne was harassed?
- Why did Saunders' counsel believe Mr. Osborne was getting frustrated?
- Who concluded that defense counsel consistently called Mr. Osborne?

HAGLUND KELLEY LLP
2177 SW BROADWAY
PORTLAND, OR 97201
Tel: (503) 225-0777 / Fax: (503) 225-1257

Defendants are entitled to all communications or documents Schwabe has regarding these topics, including but not limited to internal or external emails, texts, memoranda, voicemails, transcripts, recordings, investigative notes, and meeting notes. Materials concerning these subjects go to the heart of the topics in the text thread.

III. MOTION 3— REQUEST FOR SANCTIONS IN THE FORM OF ATTORNEY FEES AND COSTS.

The Court's earlier ruling denying Defendants' request for fees as part of its Order Granting Defendants' Motion to Compel was based on Saunders' representations that relevant, key documents did not exist when, in fact, they did and had been concealed.

First, the text thread attached as Exhibit A was concealed and only finally produced after the Court entered an order compelling production. Even then Saunders missed the deadline.

Second, despite Schwabe's previous representations that all prior communications with the Osbornes had been produced, Plaintiff's counsel refuses to consent to forensic examinations of cellular data. Under the circumstances, requiring Defendants to simply accept continued representations from Saunders that nothing further exists is unreasonable and caused the need for this second set of discovery motions.

Third, attached as Exhibit B are true copies of communications showing that in late 2023, Defendant Gabrielle Harris reached an agreement with Saunders regarding continued reclamation work on the Hildebrand's property. This correspondence shows that at the time, Saunders was engaging in reclamation work on neighboring property owned by Molly Renne under a lease.

In communications between Todd Saunders and Gabrielle Harris, the parties reached an agreement under which Gabrielle Harris would, at her expense, remove the

HAGLUND KELLEY LLP
2177 SW BROADWAY
PORTLAND, OR 97201
Tel: (503) 225-0777 / Fax: (503) 225-1257

area she was reclaiming on the Hildebrand property from Saunders' permit with DEQ and The Oregon Department of Geology and Mineral Industries and pursue her own permitting for the Hildebrand area. In return, Saunders agreed to confine its work to the Renne property. According to Todd Saunders, under this agreement, the parties could "look forward to having a positive/neighborly relationship." Inexplicably, Saunders has never produced any of these communications.

Despite reaching the agreement, Saunders soon created a secret plan with its attorneys to obtain Quit Claim deeds from the Osbornes. To Defendants' surprise, Saunders filed this lawsuit months later. Attached as Exhibit C are copies of communications from November 2024 between Ms. Harris and Schwabe attorney Garrett Stephensen illustrating Defendants' surprise at abruptly being sued, contrary to the parties' agreement. Saunders also concealed this correspondence.

Pursuant to ORCP 43 A(4), the Court should reconsider its prior ruling denying Defendants their attorney fees and costs. Based on new evidence, Saunders' earlier representations that it had already produced all materials related to reclamation rights were false. Moreover, despite the deadline for Saunders to comply with the Order Granting Defendants' Motion to Compel and produce supplemental discovery by February 16, 2026, Saunders failed to comply and missed that deadline.

Defendants respectfully renew their request for an award of expenses and reasonable attorney fees incurred in pursuing this motion and their earlier Motion to Compel filed January 7, 2026.

///

///

HAGLUND KELLEY LLP
2177 SW BROADWAY
PORTLAND, OR 97201
Tel: (503) 225-0777 / Fax: (503) 225-1257

IV. MOTION 4—REQUEST FOR ORDER DECLASSIFYING "ATTORNEYS EYES ONLY" DESIGNATIONS.

Finally, Defendants request an order pursuant to ORCP 36 C compelling Saunders to declassify, re-bates-stamp, and re-serve Defendants with specific categories of documents that have been broadly marked for "Attorneys Eyes Only," but without the improper AEO designations. Marking these materials AEO in bulk is an abusive tactic and improperly restricts access to information. Excessive AEO designations prohibit the parties from analyzing and weighing in on key evidence, hinders case preparation, and makes discovery more expensive and difficult.

Defendants do not object to Saunders' designating its core financial documents as AEO, such as income statements, profit and loss statements, bank records, and tax returns. However, Defendants object to Saunders' production of other categories of information with this blanket designation, specifically: (1) records and agreements for fill, dump, and deliveries brought onto the Hildebrand Defendants' property; (2) communications related to fill, dump, and deliveries brought onto the Hildebrand Defendants' property; (3) amounts Saunders was paid for fill, dump, and deliveries brought onto the Hildebrand Defendants' property; (4) job profitability; and (5) contract invoices. None of these materials warrant AEO designations.

CONCLUSION

Defendants' Discovery Motions should be granted.

On Defendants' First Motion, within the next 14 days, Saunders should be ordered to allow third-party forensic examinations of Plaintiff's Owner/President, John Riney's cellular phone, and founding Owner/Manager, Todd Saunders' cellular phone;

HAGLUND KELLEY LLP
2177 SW BROADWAY
PORTLAND, OR 97201
Tel: (503) 225-0777 / Fax: (503) 225-1257

On Defendants' Second Motion, Saunders and its counsel should be ordered to produce all documents and communications that in any way relate, discuss, mention, or refer to subject matters disclosed in the text thread attached as Exhibit A, under which Plaintiff has waived the attorney-client privilege;

On Defendants' Third Motion, the Court should award Defendants their reasonable expenses and attorney fees incurred in pursuing this motion and their earlier Motion to Compel filed January 7, 2026; and

On Defendants' Fourth Motion, Saunders should be ordered within the next 14 days to declassify, re-bates-stamp, and re-serve the following categories of documents without "Attorneys Eyes Only" designations: all records, agreements, and communications for fill, dump, and deliveries on the Hildebrand property; and documents showing all amounts paid for those fill, dump, and deliveries, including contract invoices and internal documents concerning job profitability.

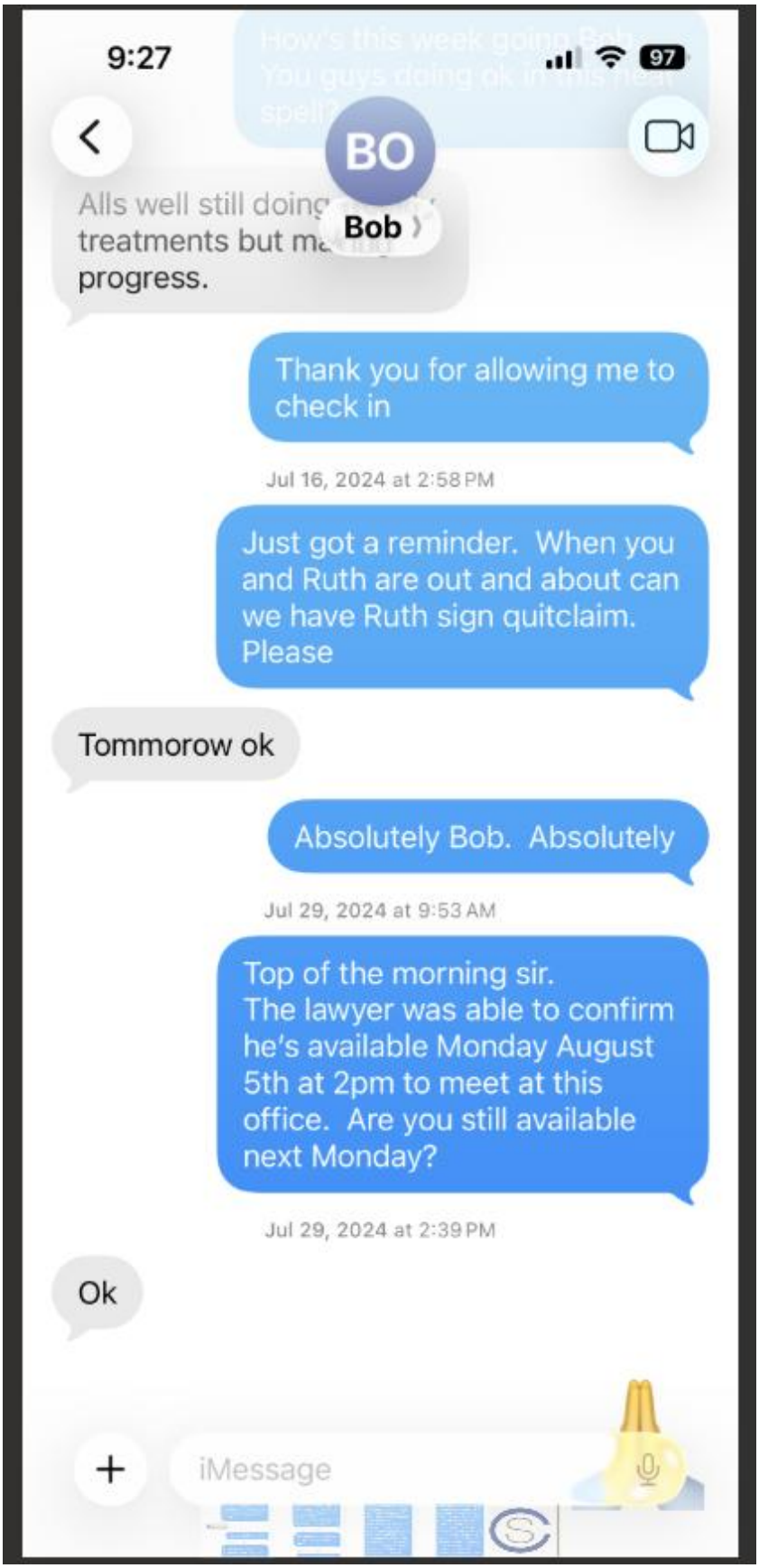
DATED this 6th day of March 2026.

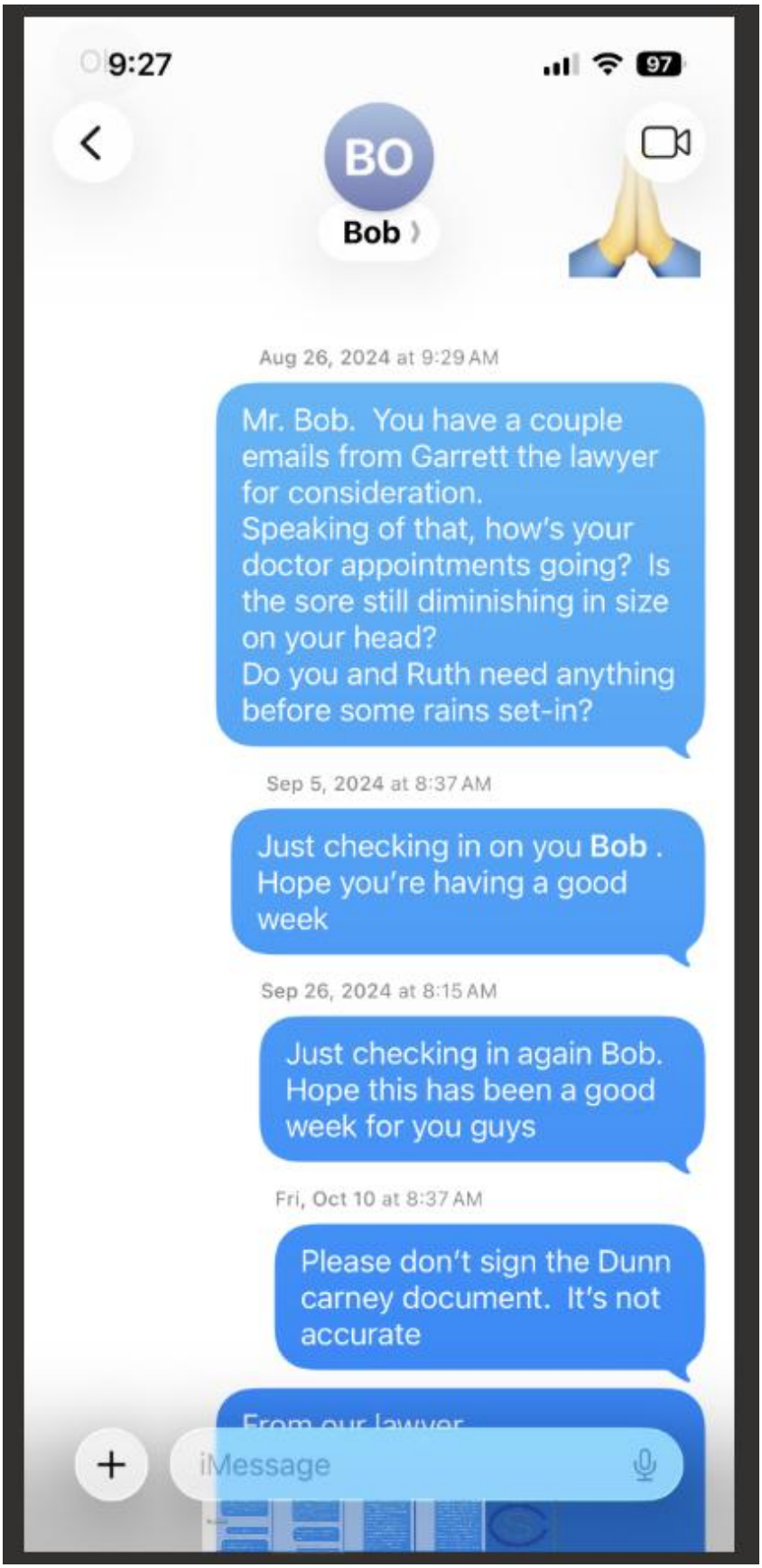
HAGLUND KELLEY LLP

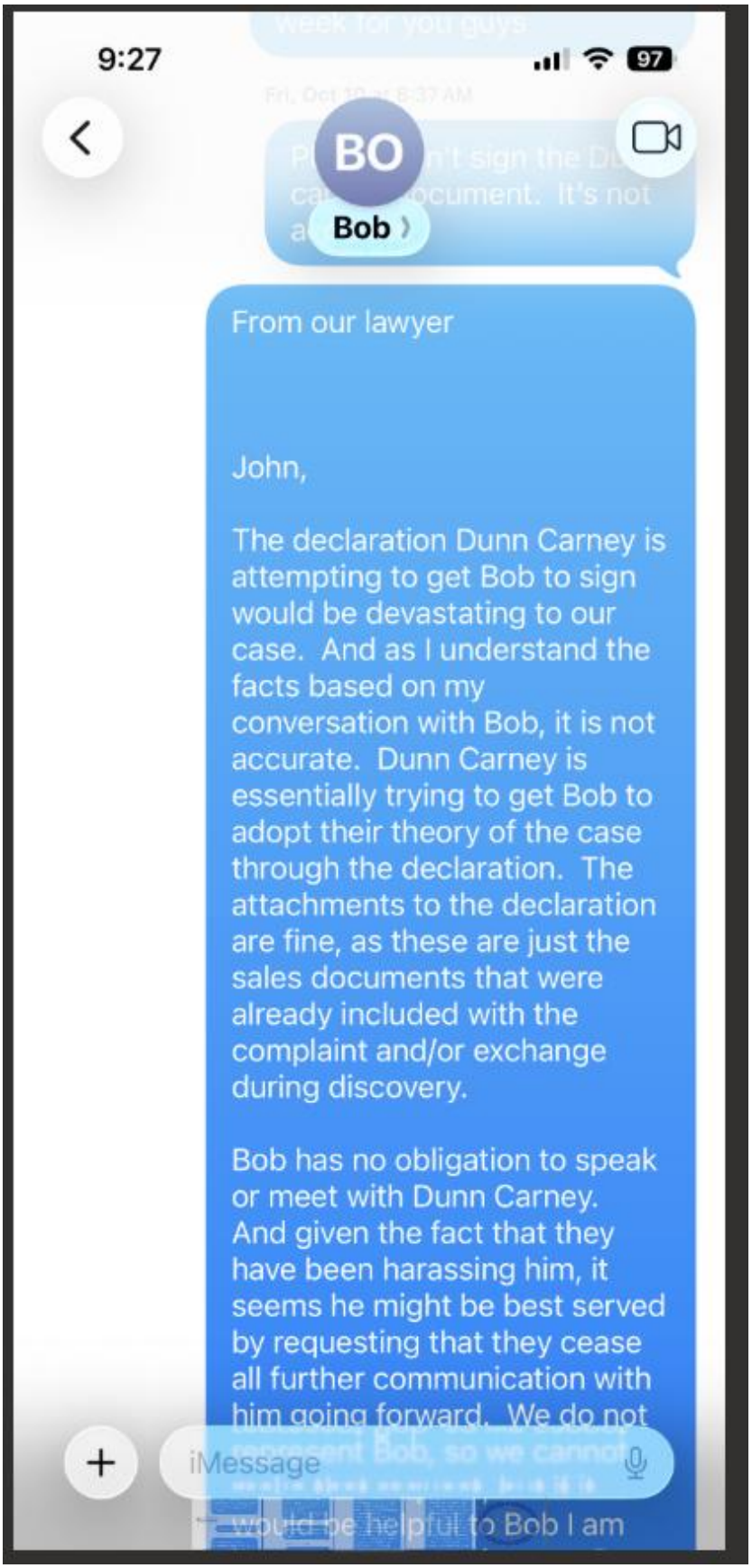
By: *s/Christopher Griffith*
Christopher Lundberg, OSB No. 941084
CLundberg@hk-law.com
Christopher T. Griffith, OSB No. 154664
cgriffith@hk-law.com
2177 SW Broadway
Portland, OR 97201
Phone: 503-225-0777

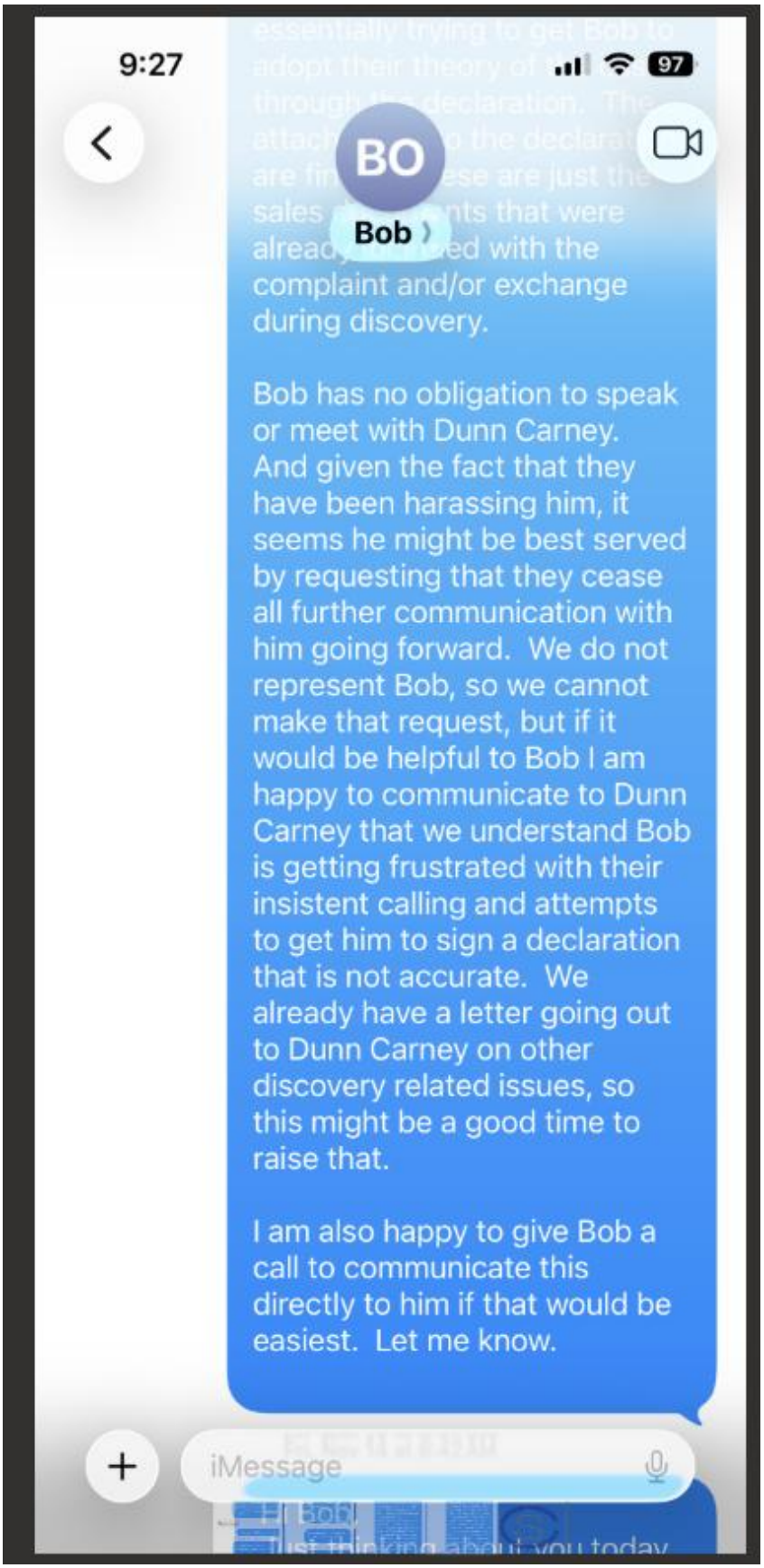
Attorneys for Defendants

HAGLUND KELLEY LLP
2177 SW BROADWAY
PORTLAND, OR 97201
Tel: (503) 225-0777 / Fax: (503) 225-1257


9:27
97
BO
Bob
Alls well still doing
treatments but ma
progress.
Thank you for allowing me to check in
Jul 16, 2024 at 2:58 PM
Just got a reminder. When you and Ruth are out and about can we have Ruth sign quitclaim. Please
Tommorow ok
Absolutely Bob. Absolutely
Jul 29, 2024 at 9:53 AM
Top of the morning sir.
The lawyer was able to confirm he's available Monday August 5th at 2pm to meet at this office. Are you still available next Monday?
Jul 29, 2024 at 2:39 PM
Ok
iMessage


9:27
97
BO
Bob
Aug 26, 2024 at 9:29 AM
Mr. Bob. You have a couple emails from Garrett the lawyer for consideration.
Speaking of that, how's your doctor appointments going? Is the sore still diminishing in size on your head?
Do you and Ruth need anything before some rains set-in?
Sep 5, 2024 at 8:37 AM
Just checking in on you Bob . Hope you're having a good week
Sep 26, 2024 at 8:15 AM
Just checking in again Bob. Hope this has been a good week for you guys
Fri, Oct 10 at 8:37 AM
Please don't sign the Dunn carney document. It's not accurate
iMessage


9:27
97
BO
Bob
From our lawyer
John,
The declaration Dunn Carney is attempting to get Bob to sign would be devastating to our case. And as I understand the facts based on my conversation with Bob, it is not accurate. Dunn Carney is essentially trying to get Bob to adopt their theory of the case through the declaration. The attachments to the declaration are fine, as these are just the sales documents that were already included with the complaint and/or exchange during discovery.
Bob has no obligation to speak or meet with Dunn Carney. And given the fact that they have been harassing him, it seems he might be best served by requesting that they cease all further communication with him going forward. We do not
iMessage


9:27
97
BO
Bob
complaint and/or exchange during discovery.
Bob has no obligation to speak or meet with Dunn Carney. And given the fact that they have been harassing him, it seems he might be best served by requesting that they cease all further communication with him going forward. We do not represent Bob, so we cannot make that request, but if it would be helpful to Bob I am happy to communicate to Dunn Carney that we understand Bob is getting frustrated with their insistent calling and attempts to get him to sign a declaration that is not accurate. We already have a letter going out to Dunn Carney on other discovery related issues, so this might be a good time to raise that.
I am also happy to give Bob a call to communicate this directly to him if that would be easiest. Let me know.
iMessage

From: **Stephenson, Garrett H.** GStephenson@SCHWABE.com
Subject: RE: Yamhill County Complaint - Saunders Group
Date: November 15, 2024 at 1:42 PM
To: Elle Harris elle@harrisexcavation.us
Cc: Stamm, Jonathan A. JStamm@SCHWABE.com

GS

Elle:

Thank you for reaching out. I will discuss this with my client. Please note that you were properly served, as the Court granted us leave to serve you via mail.

Garrett Stephenson

Shareholder
D: (503) 796-2893
C: (503) 320-3715
gstephenson@schwabe.com

Schwabe

From: Elle Harris <elle@harrisexcavation.us>
Sent: Tuesday, November 12, 2024 9:56 AM
To: Stephenson, Garrett H. <GStephenson@SCHWABE.com>
Subject: Yamhill County Complaint - Saunders Group

Good Morning Garrett,

I hope this email finds you well. I am writing to address the recent legal complaints filed by Schwabe on behalf of the Saunders Group, which were left in my mailbox this past week. I must clarify that I was not formally served; the documents were simply placed in my mailbox.

I am reaching out in an effort to resolve this matter amicably. Prior to this legal action, there has been a lack of direct communication from your client this year, which contrasts significantly with our previous interactions. I was quite surprised to receive your initial letter in the spring, as it contradicted the understanding and agreements we had established.

I have strived to act in good faith with regards to the quarry operations and all parties involved, adhering to the directions and agreements made. My intent has always been to maintain a positive and neighborly relationship, as was expressed by Mr. Todd Saunders in his correspondence: "We look forward to having a positive/neighborly relationship."

Could we possibly schedule a time to discuss these issues? My goal is to gain clarity on the recent shift in your clients approach and to explore how we might resolve our differences in a manner that adheres to ethical business practices and legal standards.

I am just as committed as I have been to resolving this matter through open dialogue, with the hope of achieving a fair and lawful solution again in Good Faith. Please let me

know if you are willing to discuss this further, and if so, suggest any convenient time for us to meet via zoom and I will make sure I am available.

Thank you for considering this request. I look forward to your response.

Best regards,

Elle Harris
503-431-0919

NOTICE: This email may contain material that is confidential, privileged and/or attorney work product for the sole use of the intended recipient. Any review, reliance or distribution by others or forwarding without express permission is strictly prohibited. If you are not the intended recipient, please contact the sender and delete all copies.

Gmail Elle Harris <elle@harrisexcavation.us>

Reclamation

Todd Saunders <todd@thesaunderscompany.net> Thu, Oct 19, 2023 at 11:46 AM
To: "elle@harrisexcavation.us" <elle@harrisexcavation.us>, "fairymom7@aol.com" <fairymom7@aol.com>, John Riney <john@thesaunderscompany.net>, Kate LaMare <kate@thesaunderscompany.net>

Elle,
After much deliberation and review of your proposal, Molly, John and I think it would be best for everyone if you obtain your own Dogmi and DEQ permits for the reclamation of your quarry. We will need verification that all permits are in place. Any modifications to our current permits will be at your expense.
Please contact Molly regarding any other matters pertaining to their property.
Best of luck and we look forward to having a positive/neighborly relationship.

Regards

Sent from my iPad

Sent from my iPad

Exhibit C
Page 1 of 6

HARRIS 000033

Thank you,
Elle Harris

Sent from my iPhone

> On Nov 29, 2023, at 12:06 PM, MOLLY RENNE <fairymom7@aol.com> wrote:
>
> Hi Elle,
> [Quoted text hidden]

John Riney <john@thesaunderscompany.net> Tue, Dec 5, 2023 at 10:49 AM
To: "mrselleharris@gmail.com" <mrselleharris@gmail.com>
Cc: Todd Saunders <todd@thesaunderscompany.net>, Molly Renne <fairymom7@aol.com>

Elle,

I received the letter from DOGAMI and spoke at length with Cari (at DOGAMI). I also read your letter to Molly. The following bullet points reflect our position on this matter:

1. Molly and Chloe will allow access through their property for the sole purpose of improving your access and staging your equipment on your property. This access shall not be used for the purpose of reclamation of your property. As offered, Molly and Chloe will accept $500.00 per month for this temporary access. The access will be allowed Monday-Saturday, 6:00am to 6:00pm. Because this is a temporary access, we'd like to establish an end date for this access. We felt the end of March 2024 would be adequate.
2. The Saunders Group (TSG) has agreed to sign-off on your plan to split the reclamation permit and you're obtaining all appropriate DEQ permits for your property. This process included any modifications to our current permit with DOGAMI and DEQ. All actions, exhibits and costs for this action shall be done by you and at your expense. TSG will approve all applications and exhibits prior to submittal to the agencies.
3. Molly, Chloe and TSC will need to be named (and receive certification) as additional insured on your policy.
4. Cari (with DOGAMI) has agreed that the December 15th deadline is for all parties to be in agreement on the process moving forward. She will accept an email stating said agreement.

Please confirm upon receiving this and let us know if you have any additional feedback.

John Riney, President
Office: 503.537.9950 | Cell: 503.550.0058
Email: John@thesaunderscompany.net
The Saunders Company
701 E. Third St. | Newberg, Oregon 97132
P.O. Box 536 | Dundee, Oregon 97115
www.thesaunderscompany.net

From: Gabrielle Harris <mrselleharris@gmail.com>

Exhibit C
Page 2 of 6

Sent: Tuesday, November 28, 2023 7:43 PM
To: Molly Renne <molly.renne.sraw@statefarm.com>
Subject: [EXTERNAL] Quarry

[Quoted text hidden]

Sent from my iPhone

36-0056_20231127_Letter.pdf
246K

Gabrielle Harris <mrselleharris@gmail.com> Tue, Dec 5, 2023 at 1:17 PM
To: John Riney <john@thesaunderscompany.net>
Cc: Todd Saunders <todd@thesaunderscompany.net>, Molly Renne <fairymom7@aol.com>
Bcc: kristiningridhildebrand@gmail.com, mrryanhildebrand@gmail.com

Hello John,

Thank you for getting back to me.

I want you to please clarify more in depth the below questions and concerns:

1. All actions, exhibits and costs for this action shall be done by you and at your expense

I believe it is your obligation to submit to transfer or submit for splitting / re boundary costs for your permit. Anything pertaining to my process of getting approval and certifications is at my cost.

Naming TSG, Molly and Chloe as additional insured is for temp access correct?

After I clarify these I should be able to respond better.

Thank you so much,
Elle Harris

Sent from my iPhone

On Dec 5, 2023, at 10:49 AM, John Riney <john@thesaunderscompany.net> wrote:

[Quoted text hidden]

From: Gabrielle Harris <mrselleharris@gmail.com>
Sent: Tuesday, November 28, 2023 7:43 PM
To: Molly Renne <molly.renne.sraw@statefarm.com>

Exhibit C
Page 3 of 6

HARRIS 000007

Subject: [EXTERNAL] Quarry

Hello Molly,

Working on getting my permit for my side of the quarry. I wanted to send you the recent letter I received from DOGAMI so your in the loop.

I also wanted to ask and extend an offer to get access from your road to my side for $500 a month and I'll cover any costs to help maintain it. To strictly use the road for the time being while I build a new one. And in the event Saunders does not want to continue reclaiming your side I wanted to extend the offer to rent your entire side and take over reclamation responsibilities for $1800 a month. I understand your under contract and I am waiting for a meeting with Saunders and DOGAMI to find out if he is still going to continue to want the permit on his/your side. But the offer is open to take over all reclamation liability and responsibility if the opportunity arises.

I'm open to any negotiations, term lease or whatever you would feel comfortable with. I understand stand a lot of things will have to get worked out over the next month as they have given us a Dec 15th deadline to figure it out after his decision and move forward. But I wanted to let you know where I'm at and keep you in the loop.

Thank you,
Elle Harris
503-431-0919

Sent from my iPhone

2 attachments

John Riney, President
Office: 503.537.9950 | Cell: 503.550.0058
Email: John@thesaunderscompany.net
The Saunders Company
701 E. Third St. | Newberg, Oregon 97132
P.O. Box 536 | Dundee, Oregon 97115
www.thesaunderscompany.net

image001.png
58K

36-0056_20231127_Letter.pdf
246K

Todd Saunders <todd@thesaunderscompany.net> Tue, Dec 5, 2023 at 3:01 PM
To: Gabrielle Harris <mrselleharris@gmail.com>
Cc: John Riney <john@thesaunderscompany.net>, Molly Renne <fairymom7@aol.com>

Elle, after you complete your draft documents, for your property, please submit them to us. TSG will handle our part ant our expense.
Regards

Exhibit C
Page 4 of 6

HARRIS 000008

Thank you,
Elle Harris

Sent from my iPhone

> On Nov 29, 2023, at 12:06 PM, MOLLY RENNE <fairymom7@aol.com> wrote:
>
> Hi Elle,
> [Quoted text hidden]

John Riney <john@thesaunderscompany.net> Tue, Dec 5, 2023 at 10:49 AM
To: "mrselleharris@gmail.com" <mrselleharris@gmail.com>
Cc: Todd Saunders <todd@thesaunderscompany.net>, Molly Renne <fairymom7@aol.com>

Elle,

I received the letter from DOGAMI and spoke at length with Cari (at DOGAMI). I also read your letter to Molly. The following bullet points reflect our position on this matter:

1. Molly and Chloe will allow access through their property for the sole purpose of improving your access and staging your equipment on your property. This access shall not be used for the purpose of reclamation of your property. As offered, Molly and Chloe will accept $500.00 per month for this temporary access. The access will be allowed Monday-Saturday, 6:00am to 6:00pm. Because this is a temporary access, we'd like to establish an end date for this access. We felt the end of March 2024 would be adequate.
2. The Saunders Group (TSG) has agreed to sign-off on your plan to split the reclamation permit and you're obtaining all appropriate DEQ permits for your property. This process included any modifications to our current permit with DOGAMI and DEQ. All actions, exhibits and costs for this action shall be done by you and at your expense. TSG will approve all applications and exhibits prior to submittal to the agencies.
3. Molly, Chloe and TSC will need to be named (and receive certification) as additional insured on your policy.
4. Cari (with DOGAMI) has agreed that the December 15th deadline is for all parties to be in agreement on the process moving forward. She will accept an email stating said agreement.

Please confirm upon receiving this and let us know if you have any additional feedback.

John Riney, President
Office: 503.537.9950 | Cell: 503.550.0058
Email: John@thesaunderscompany.net
The Saunders Company
701 E. Third St. | Newberg, Oregon 97132
P.O. Box 536 | Dundee, Oregon 97115
www.thesaunderscompany.net

From: Gabrielle Harris <mrselleharris@gmail.com>

Exhibit C
Page 5 of 6

Gmail Elle Harris <mrselleharris@gmail.com>

Quarry

9 messages

Gabrielle Harris <mrselleharris@gmail.com> Tue, Nov 28, 2023 at 7:42 PM
To: Molly Renne <molly.renne.sraw@statefarm.com>
Bcc: kristiningridhildebrand@gmail.com, mrryanhildebrand@gmail.com

Hello Molly,

Working on getting my permit for my side of the quarry. I wanted to send you the recent letter I received from DOGAMI so your in the loop.

I also wanted to ask and extend an offer to get access from your road to my side for $500 a month and I'll cover any costs to help maintain it. To strictly use the road for the time being while I build a new one. And in the event Saunders does not want to continue reclaiming your side I wanted to extend the offer to rent your entire side and take over reclamation responsibilities for $1800 a month. I understand your under contract and I am waiting for a meeting with Saunders and DOGAMI to find out if he is still going to continue to want the permit on his/your side. But the offer is open to take over all reclamation liability and responsibility if the opportunity arises.

I'm open to any negotiations, term lease or whatever you would feel comfortable with. I understand stand a lot of things will have to get worked out over the next month as they have given us a Dec 15th deadline to figure it out after his decision and move forward. But I wanted to let you know where I'm at and keep you in the loop.

Thank you,
Elle Harris
503-431-0919

Sent from my iPhone

36-0056_20231127_Letter.pdf
246K

Gabrielle Harris <mrselleharris@gmail.com> Tue, Nov 28, 2023 at 7:59 PM
To: fairymom7@aol.com

Good evening Molly,

I got an out of office reply from your other email so wanted to try this one.

Please see below my email and attachment for you.

Have a good evening,
Elle

Exhibit C
Page 6 of 6

HARRIS 000004

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF YAMHILL

THE SAUNDERS GROUP, an Oregon limited liability company,

Plaintiff,

v.

KRISTIN HILDEBRAND, an individual, RYAN HILDEBRAND, an individual, GABRIELLE HARRIS, an individual, and HARRIS EXCAVATION, INC., an Oregon Corporation,

Defendants

Case No. 24CV41934

DECLARATION OF ROBERT OSBORNE

I, ROBERT OSBORNE, hereby declare and state as follows:

1. I purchased certain real property in Yamhill County from Martin and Edith Crimmins and E.O. and Lillian Holter under a real estate contract dated January 1, 1979, and a copy of that contract is attached as **Exhibit A**. At the time of the purchase, I was already the operator at a mining quarry located on neighboring property owned by the Renne family, and I had intended to expand the quarry onto the property I was purchasing. As such, as part of the sales contract, I was allowed to mine rock and gravel, but was required to pay royalties that would count towards the purchase price for the property, as stated in the following excerpt from the sales contract:

/ / /

/ / /

/ / /

DUNN CARNEY ALLEN HIGGINS & TONGUE LLP
Attorneys at Law
851 SW Sixth Avenue, Suite 1500
Portland, OR 97204-1357
Telephone: 503.224.6440 Fax: 503.224.7324

Rock, Gravel, and Timber

It is agreed that no merchantable timber may be cut or removed on said premises, except on tracts which may be released, as above provided. It is further understood that no rock or gravel may be removed from said premises until after 50% of the purchase price has been paid; and thereafter, royalty shall be paid on any such rock or gravel so removed at prevailing rates, to be applied on the purchase price herein.

2. My company, Quadco Rock & Paving, Inc. (in addition to my other business entities), mined the quarry located primarily on the Renne family's property from approximately the mid-1970s to the late-1980s. During that time, I expanded the mining operations to include a few acres of the property I purchased from Crimmins and Holter.

3. On September 3, 1981, before I paid off the sales contract with Crimmins and Holter, I entered into a contract of sale to sell the northern half of the Crimmins and Holter property to Fred and Joan Mickelson, and a copy of the Mickelson contract is attached as **Exhibit B**. The 1981 contract included a "non-remonstrance" provision so that the Mickelsons and their successors could not complain about my mining activities at the quarry on the Renne family's property, as stated in the following excerpt from the contract:

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

DUNN CARNEY ALLEN HIGGINS & TONGUE LLP
Attorneys at Law
851 SW Sixth Avenue, Suite 1500
Portland, OR 97204-1357
Telephone: 503.224.6440 Fax: 503.224.7324

NON-REMONSTRANCE AS TO QUARRY OPERATION:

Buyer, for themselves, and for their heirs, successors and assigns, hereby acknowledges that Seller is operating and has operated a quarry and related activities of mining on adjacent land owned and retained by Seller and that Seller has conducted and operated said quarry for a substantial length of time prior to Buyer's purchase of the real property herein described. Buyer, their heirs, successors and assigns, agree that they shall not remonstrate nor assert any claims for damages or other relief for injuries sustained by reason of or caused by said mining and quarry operation of Seller, their heirs, successors and assigns, nor as to its continuation, expansion and reclamation and as to all activities related thereto, and that Buyer, with full knowledge of said mining and quarry operation and related activities of Seller, after conducting Buyer's own inquiries in relation thereto, agree that Buyer and all of Buyer's heirs, successors and assigns, shall be fully estopped to object thereto and hereby specifically waive any and all objections to said mining and quarry operation now and in the future.

4. On March 15, 1983, again before I paid off the sales contract with Crimmins and Holter, I entered into a contract of sale to sell the southern half of the Crimmins and Holter property to Fred and Joan Mickelson, and a copy of the 1983 Mickelson contract is attached as **Exhibit C**. This southern half of the property included the few acres where I expanded the quarry onto my property during the time I owned it. The 1983 contract of sale again included the same non-remonstrance provision, which essentially provided that the Mickelsons and their successors could not complain about my mining activities at the quarry on the neighboring property. However, since this sale included the land where a few acres of mining were also taking place, the contract included a second paragraph specific to those few acres. The intent behind the additional language was to create a right, personal to myself, to fulfill my mining and reclamation obligations at the quarry until the property was paid off and owned by the Mickelsons, and until a new operator came in and took over the mining/reclamation activities. This is why the language said that the "seller" only (that is, just me, and not any successors) was entitled to the gravel and to reclaim the property. Under the sales contract, it was my understanding that any new operators

DUNN CARNEY ALLEN HIGGINS & TONGUE LLP
Attorneys at Law
851 SW Sixth Avenue, Suite 1500
Portland, OR 97204-1357
Telephone: 503.224.6440 Fax: 503.224.7324

after me would need to work out their own deals with the owners of the properties on which the quarry was located. The non-remonstrance provision was not intended to have any effect after I left the quarry. The non-remonstrance provision from the 1983 contract is pasted below:

NON-REMONSTRANCE AS TO QUARRY OPERATION:

Buyer, for themselves, and for their heirs, successors and assigns, hereby acknowledges that Seller is operating and has operated a quarry and related activities of mining on adjacent land owned and retained by Seller and that Seller has conducted and operated said quarry for a substantial length of time prior to Buyer's purchase of the real property herein described. Buyer, their heirs, successors and assigns, agree that they shall not remonstrate nor assert any claims for damages or other relief for injuries sustained by reason of or caused by said mining and quarry operation of Seller, their heirs, successors and assigns, nor as to its continuation, expansion and reclamation and as to all activities related thereto, and that Buyer, with full knowledge of said mining and quarry operation of Seller, their heirs, successors and assigns, nor as to its continuation, expansion and reclamation and as to all activities related thereto, and that Buyer, with full knowledge of said mining and quarry operation and related activities of Seller, after conducting Buyer's own inquiries in relation thereto, agree that Buyer and all of Buyer's heirs, successors and assigns, shall be fully estopped to object thereto and hereby specifically waive any and all objections to said mining and quarry operation now and in the future.

Buyer also acknowledges that Seller has filed a reclamation plan with the Department of Geology, State of Oregon. Buyer also acknowledges that approximately 5 acres on the western portion of the real property herein being sold by Seller to Buyer is subject to and incorporated in said quarry operation of Seller and to the reclamation plan filed with the State of Oregon. Buyer agrees that Seller shall be entitled to the exclusive use and benefits of the gravel located on said 5 acres (approximate) pursuant to the said reclamation plan without cost, offset, payment or liability to Buyer, their heirs and assigns.

5. On August 6, 1984, before the Mickelsons paid off the 1981 and 1983 sales contracts, I conveyed to my company, Quadco, all of my rights and interests in the 1981 and 1983 contracts of sale, and the deed is attached as **Exhibit D**. The property description in the deed expressly stated, "By virtue of this conveyance, grantor does hereby assign and transfer all of grantor's vendor's interest in the two Mickelson contracts…" This part of the property description is pasted below:

/ / /

DUNN CARNEY ALLEN HIGGINS & TONGUE LLP
Attorneys at Law
851 SW Sixth Avenue, Suite 1500
Portland, OR 97204-1357
Telephone: 503.224.6440 Fax: 503.224.7324

FURTHER SUBJECT to contract of sale by Robert B. Osborne et ux as vendor and H. Fred Mickelson and D. Joan Mickelson, husband and wife, as vendee; which contract was recorded on September 3, 1981, in Film Volume 163, Page 1763 in Deed and Mortgage Records for Yamhill County, Oregon; and further SUBJECT to contract of sale between Robert B. Osborne et ux as vendor and H. Fred Mickelson and D. Joan Mickelson, husband and wife, as vendee, which was recorded on March 15, 1983, in Film Volume 175, Page 1484, Deed and Mortgage Records for Yamhill County, Oregon.

By virtue of this conveyance, grantor does hereby assign and transfer all of grantor's vendor's interest in the two Mickelson contracts identified above.

As of the transfer to Quadco, my understanding was that I had no more personal rights or interests in the properties at issue in the 1981 and 1983 Mickelson sales contracts. All of my rights were conveyed to my business.

6. On September 15, 1986, also before Mickelson paid off the 1981 and 1983 sales contracts, I assigned all of Quadco's rights and interests in the 1983 sales contract to Gerald and Janith Gleaves. The Assignment of Contract is attached as **Exhibit E**. The Gleaves had another property I wanted to purchase at that time, and I paid for that other property, in part, by assigning the pay-off on the 1983 sales contract to the Gleaves (that is, the Mickelsons paid off the remaining funds owing to the Gleaves rather than to myself as part of that transaction). As of the assignment to the Gleaves, my understanding is that Quado had no more rights or interests in the southern portion of the Crimmins and Holter property where the quarry was partially located on a few acres.

7. I was done with all mining and reclamation activity on or about the late-1980s. Thereafter, I have had no involvement in the quarry or the properties where they are located.

8. In 2024, an attorney for The Saunders Group contacted me, and told me that I still had rights and obligations at the quarry for reclaiming the mine. They asked me to sign a document to clear up the paperwork so that I would not have any remaining obligations at the quarry. I signed the Quitclaim Deed they provided me, and I did not have an attorney explain to me what that document meant. The Saunders Group did not pay me anything or promise me

DUNN CARNEY ALLEN HIGGINS & TONGUE LLP
Attorneys at Law
851 SW Sixth Avenue, Suite 1500
Portland, OR 97204-1357
Telephone: 503.224.6440 Fax: 503.224.7324

anything for the Quitclaim Deed. A copy of the Quitclaim Deed is attached as **Exhibit F**. I do not believe that I had anything to convey to The Saunders Group in the Quitclaim Deed, but I signed the Quitclaim Deed because I wanted to make it clear that I have no obligations to perform any reclamation at the quarry.

I HEREBY DECLARE THAT THE ABOVE STATEMENT IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT I UNDERSTAND IT IS MADE FOR USE AS EVIDENCE IN COURT AND IS SUBJECT TO PENALTY FOR PERJURY.

Dated: _____

_____
Robert Osborne

DUNN CARNEY ALLEN HIGGINS & TONGUE LLP
Attorneys at Law
851 SW Sixth Avenue, Suite 1500
Portland, OR 97204-1357
Telephone: 503.224.6440 Fax: 503.224.7324

CERTIFICATE OF SERVICE

I hereby certify that on the 6th day of March 2026, I served the foregoing **DEFENDANTS' DISCOVERY MOTIONS** on the following:

Craig G. Russillo
Mario E. Delegato
Amanda Kohls
Schwabe, Williamson & Wyatt, P.C.
1211 SW 5th Ave., Suite 1900
Portland, OR 97204

Attorneys for Plaintiff

by the following indicated method(s):

☒ by **mailing** a true and correct copy thereof in a sealed first-class postage prepaid envelope, addressed to the foregoing attorney at the last known office address of the attorney, and deposited with the United States Post Office at Portland, Oregon on the date set forth above.

☒ by **emailing** a courtesy copy to the attorney listed above at the foregoing attorney's last known email addresses on the date set forth above.

☐ by sending a full, true and correct copy thereof via **overnight mail** in a sealed, prepaid envelope, addressed to the attorney as shown above on the date set forth above.

☒ by transmitting full, true and correct copies thereof to the attorneys through the court's e-filing system [UTCR 21.100] on the date set forth above.

By: *s/ Christopher Griffith*
Christopher T. Griffith, OSB No. 154664
Attorneys for Defendants

HAGLUND KELLEY LLP
2177 SW BROADWAY
PORTLAND, OR 97201
Tel: (503) 225-0777 / Fax: (503) 225-1257